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Title: **New York City School District and Nurses and Therapists, UFT, Local 2, AFT, AFL-CIO (1995)**

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AGREEMENT
between
THE BOARD OF EDUCATION
of the
City School District
of the
City of New York

and
UNITED FEDERATION OF TEACHERS
Local 2, American Federation
of Teachers, AFL-CIO
covering
NURSES AND THERAPISTS

October 16, 1995-September 15, 2000

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JOINT INTENTIONS AND COMMITMENTS

Enhanced student achievement based upon high standards and expectations must be the *driving force* behind every activity of New York City public schools. To accomplish this, we must reinvent schools so that decision making is shared by those closest to students, including parents, teachers, administrators and other stakeholders. Layers of bureaucratic impediments must be peeled away so that flexibility, creativity, entrepreneurship, trust and risk-taking become the new reality of our schools. Before the millennium, the factory model schools of the 1900s must make way for the child-centered schools of the next century.

To this end, the Union and the Board mutually agree to join together with other partners in the redesign and improvement of our schools, including closing those that have failed and supporting their restructuring. We must challenge ourselves each day to improve student learning, based upon academic rigor, newfound flexibility, meaningful assessments and true accountability. Roles and responsibilities of parents, staff and other partners must be defined. The standards to which we hold our students must never be lower than those we hold for our own children. To accomplish this, we must focus on both the depth and breadth of each proposed instructional and operational change, each designed to support the children and their teachers, whom we expect to meet these rigorous standards.

Change must be service-oriented, supportive and sufficiently flexible so that each school's educational vision can become a reality. It must be practical, possible, efficient and timely. Respect for each other and for every student must be unconditional if we are to accomplish what we must.

To reach these goals, we commit to working together along with other stakeholders to develop by December 31, 1996 specific recommendations in areas requiring immediate attention. These will include, but not be limited to:

- School Based Budgeting
- Early Intervention and Prevention of Inappropriate Referrals to Special Education
- Professional Development
- Parent Outreach and Support
- Workload Standards

Following the collaborative development of recommendations, it is our mutual commitment that some or all of them will begin during the school year commencing September 1996. This commitment is our pledge to the children of the City of New York, not just to a promise but to a reality of educational excellence.

AGREEMENT MADE AND ENTERED INTO by and between the Board of Education of the City School District of the City of New York (hereinafter referred to as the "Board") and United Federation of Teachers, Local 2, American Federation of Teachers, AFL-CIO (hereinafter referred to as the "Union").

ARTICLE ONE RECOGNITION

The Board recognizes the union as the exclusive bargaining representative of employees in the titles head nurse, staff nurse, registered nurse (BOE), head nurse (BOE), occupational therapist, senior occupational therapist, physical therapist, senior physical therapist, physical therapist (BOE), occupational therapist (BOE), senior occupational therapist (BOE), senior physical therapist (BOE), public health nurse, pediatric nurse associate, and in any successor title(s) the duties of which are similar to those performed by employees in the unit.

The Board recognizes the Union as the exclusive bargaining representative of a separate bargaining unit of employees in the titles of supervisor of nurses, and supervising therapist and in any successor title(s) the duties of which are similar to those performed by employees in the unit.

ARTICLE TWO FAIR PRACTICES

The Union agrees to maintain its eligibility to represent all employees by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, marital status, sexual orientation, handicapping condition or age, and to represent equally all employees without regard to membership or participation in, or association with the activities of, any employee organization.

The Board agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex, marital status, sexual orientation, handicapping condition, age or membership or participation in, or association with the activities of any employee organization.

ARTICLE THREE SALARIES

Employees shall be subject to the following salary adjustments and minimums on the dates specified below:

A. Base Salary Rate Adjustment

The base salary for nurses and therapists will increase as follows:

Effective	Increase
October 16, 1997	3.00%
September 16, 1998	0.21%
October 16, 1998	2.00%
April 16, 1999	1.99%
December 16, 1999	5.09%

B. Educational Differential

An annual differential shall continue to be provided for each nurse who possesses an appropriate degree in nursing or an allied health field from an accredited College or University, as follows:

	Current	10/16/97	9/16/98	10/16/98	4/16/99	12/16/99
Baccalaureate	\$ 862	\$ 888	\$ 889	\$ 907	\$ 925	\$ 972
Master	1,725	1,777	1,780	1,816	1,852	1,946

Therapists shall be eligible for an annual differential for a master's degree as follows:

	Current	10/16/97	9/16/98	10/16/98	4/16/99	12/16/99
Masters	\$806	\$830	\$831	\$848	\$865	\$909

C. Experience Differential

1. An incumbent nurse or therapist who possesses the specified number of years of experience as a registered professional nurse or therapist in the title currently held (whether or not such experience is in the Board of Education or outside prior experience) shall receive the rate noted in paragraph 3 on the anniversary date of such service.

2. Appointees to Board service who possess the specified number of years of prior experience as a registered professional nurse or therapist in the title to which the appointment is made shall receive the rate noted in paragraph 3.

3. Experience Schedules:

Staff Nurse**Registered Nurse (BOE)**

Yrs.	Current		Oct. 16, 1997		Sept. 16, 1998	
	Exper.	Min. Base	Exper.	Min. Base	Exper.	Min. Base
Exp.	Diff.	Plus Exp.	Diff.	Plus Exp.	Diff.	Plus Exp.
0	—	\$33,941	—	\$34,959	—	\$35,015
1	\$ 397	\$34,338	\$ 409	\$35,368	\$ 410	\$35,425
2	\$ 794	\$34,735	\$ 818	\$35,777	\$ 819	\$35,834
3	\$ 794	\$34,735	\$ 818	\$35,777	\$ 819	\$35,834
4	\$1,192	\$35,133	\$1,228	\$36,187	\$1,230	\$36,245
5	\$1,590	\$35,531	\$1,638	\$36,597	\$1,641	\$36,656
6	\$1,590	\$35,531	\$1,638	\$36,597	\$1,641	\$36,656
7	\$1,722	\$35,663	\$1,774	\$36,733	\$1,777	\$36,792

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10	\$1,987	\$35,928	\$2,047	\$37,006	\$2,050	\$37,065
13	\$2,253	\$36,194	\$2,321	\$37,280	\$2,325	\$37,340
15	\$2,384	\$36,325	\$2,456	\$37,415	\$2,460	\$37,475
17	\$2,804	\$36,745	\$2,888	\$37,847	\$2,893	\$37,908
18	\$3,015	\$36,956	\$3,106	\$38,065	\$3,111	\$38,126
20	\$3,225	\$37,166	\$3,322	\$38,281	\$3,327	\$38,342

	Oct. 16, 1998		Apr. 16, 1999		Dec. 16, 1999	
Yrs. Exp.	Exper. Diff.	Min. Base Plus Exp.	Exper. Diff.	Min. Base Plus Exp.	Exper. Diff.	Min. Base Plus Exp.
0	—	\$35,715	—	\$36,426	—	\$38,280
1	\$ 419	\$36,134	\$ 427	\$36,853	\$ 449	\$38,729
2	\$ 836	\$36,551	\$ 852	\$37,278	\$ 895	\$39,175
3	\$ 836	\$36,551	\$ 852	\$37,278	\$ 895	\$39,175
4	\$1,255	\$36,970	\$1,280	\$37,706	\$1,345	\$39,625
5	\$1,674	\$37,389	\$1,707	\$38,133	\$1,794	\$40,074
6	\$1,674	\$37,389	\$1,707	\$38,133	\$1,794	\$40,074
7	\$1,813	\$37,528	\$1,849	\$38,275	\$1,943	\$40,223
10	\$2,091	\$37,806	\$2,132	\$38,558	\$2,241	\$40,521
13	\$2,372	\$38,087	\$2,419	\$38,845	\$2,542	\$40,822
15	\$2,510	\$38,225	\$2,560	\$38,986	\$2,690	\$40,970
17	\$2,951	\$38,666	\$3,009	\$39,435	\$3,162	\$41,442
18	\$3,174	\$38,889	\$3,237	\$39,663	\$3,402	\$41,682
20	\$3,394	\$39,109	\$3,461	\$39,887	\$3,637	\$41,917

Head Nurse

Head Nurse (BOE)

	Current		Oct. 16, 1997		Sept. 16, 1998	
Yrs. Exp.	Exper. Diff.	Min. Base Plus Exp.	Exper. Diff.	Min. Base Plus Exp.	Exper. Diff.	Min. Base Plus Exp.
0	—	\$37,131	—	\$38,245	—	\$38,306
1	\$ 434	\$37,566	\$ 448	\$38,693	\$ 449	\$38,755
2	\$ 869	\$38,000	\$ 895	\$39,140	\$ 897	\$39,203
3	\$ 869	\$38,000	\$ 895	\$39,140	\$ 897	\$39,203
4	\$1,304	\$38,436	\$1,344	\$39,589	\$1,346	\$39,652
5	\$1,739	\$38,871	\$1,792	\$40,037	\$1,795	\$40,101
6	\$1,739	\$38,871	\$1,792	\$40,037	\$1,795	\$40,101
7	\$1,884	\$39,015	\$1,940	\$40,185	\$1,943	\$40,249
10	\$2,174	\$39,305	\$2,239	\$40,484	\$2,243	\$40,549
13	\$2,465	\$39,596	\$2,539	\$40,784	\$2,543	\$40,849
15	\$2,608	\$39,740	\$2,687	\$40,932	\$2,691	\$40,997
17	\$3,068	\$40,199	\$3,160	\$41,405	\$3,165	\$41,471
18	\$3,298	\$40,430	\$3,398	\$41,643	\$3,404	\$41,710
20	\$3,528	\$40,660	\$3,635	\$41,880	\$3,641	\$41,947

Yrs Exp.	Oct. 16, 1998		Apr. 16, 1999		Dec. 16, 1999	
	Exper. Diff.	Min. Base Plus Exp.	Exper. Diff.	Min. Base Plus Exp.	Exper. Diff.	Min. Base Plus Exp.
0	—	\$39,072	—	\$39,850	—	\$41,878
1	\$ 458	\$39,530	\$ 467	\$40,317	\$ 491	\$42,369
2	\$ 915	\$39,987	\$ 933	\$40,783	\$ 981	\$42,859
3	\$ 915	\$39,987	\$ 933	\$40,783	\$ 981	\$42,859
4	\$1,373	\$40,445	\$1,400	\$41,250	\$1,472	\$43,350
5	\$1,831	\$40,903	\$1,867	\$41,717	\$1,962	\$43,840
6	\$1,831	\$40,903	\$1,867	\$41,717	\$1,962	\$43,840
7	\$1,982	\$41,054	\$2,021	\$41,871	\$2,124	\$44,002
10	\$2,288	\$41,360	\$2,333	\$42,183	\$2,452	\$44,330
13	\$2,594	\$41,666	\$2,645	\$42,495	\$2,780	\$44,658
15	\$2,745	\$41,817	\$2,799	\$42,649	\$2,942	\$44,820
17	\$3,228	\$42,300	\$3,292	\$43,142	\$3,460	\$45,338
18	\$3,472	\$42,544	\$3,541	\$43,391	\$3,722	\$45,600
20	\$3,714	\$42,786	\$3,787	\$43,637	\$3,980	\$45,858

**Public Health Nurse
Public Health Nurse (BOE)**

Yrs. Exp.	Current		Oct. 16, 1997		Sept. 16, 1998	
	Exper. Diff.	Min. Base Plus Exp.	Exper. Diff.	Min. Base Plus Exp.	Exper. Diff.	Min. Base Plus Exp.
0	—	\$36,086	—	\$37,169	—	\$37,228
1	\$ 422	\$36,508	\$ 434	\$37,603	\$ 435	\$37,663
2	\$ 844	\$36,930	\$ 869	\$38,038	\$ 871	\$38,099
3	\$ 844	\$36,930	\$ 869	\$38,038	\$ 871	\$38,099
4	\$1,267	\$37,353	\$1,305	\$38,474	\$1,308	\$38,536
5	\$1,691	\$37,777	\$1,741	\$38,910	\$1,744	\$38,972
6	\$1,691	\$37,777	\$1,741	\$38,910	\$1,744	\$38,972
7	\$1,831	\$37,917	\$1,886	\$39,055	\$1,889	\$39,117
10	\$2,113	\$38,199	\$2,176	\$39,345	\$2,180	\$39,408
13	\$2,395	\$38,481	\$2,466	\$39,635	\$2,470	\$39,698
15	\$2,535	\$38,621	\$2,611	\$39,780	\$2,616	\$39,844
17	\$2,981	\$39,067	\$3,070	\$40,239	\$3,075	\$40,303
18	\$3,206	\$39,292	\$3,302	\$40,471	\$3,308	\$40,536
20	\$3,429	\$39,513	\$3,529	\$40,698	\$3,535	\$40,763

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Yrs. Exp.	Oct. 16, 1998		Apr. 16, 1999		Dec. 16, 1999	
	Exper. Diff.	Min. Base Plus Exp.	Exper. Diff.	Min. Base Plus Exp.	Exper. Diff.	Min. Base Plus Exp.
0	—	\$37,973	—	\$38,729	—	\$40,700
1	\$ 443	\$38,416	\$ 451	\$39,180	\$ 474	\$41,174
2	\$ 888	\$38,861	\$ 905	\$39,634	\$ 951	\$41,651
3	\$ 888	\$38,861	\$ 905	\$39,634	\$ 951	\$41,651
4	\$1,334	\$39,307	\$1,360	\$40,089	\$1,430	\$42,130
5	\$1,778	\$39,751	\$1,813	\$40,542	\$1,906	\$42,606
6	\$1,778	\$39,751	\$1,813	\$40,542	\$1,906	\$42,606
7	\$1,926	\$39,899	\$1,964	\$40,693	\$2,064	\$42,764
10	\$2,223	\$40,196	\$2,267	\$40,996	\$2,383	\$43,083
13	\$2,519	\$40,492	\$2,569	\$41,298	\$2,700	\$43,400
15	\$2,668	\$40,641	\$2,721	\$41,450	\$2,860	\$43,560
17	\$3,136	\$41,109	\$3,198	\$41,927	\$3,361	\$44,061
18	\$3,374	\$41,347	\$3,441	\$42,170	\$3,616	\$44,316
20	\$3,605	\$41,578	\$3,676	\$42,405	\$3,863	\$44,563

Pediatric Nurse Associate

Pediatric Nurse Associate (BOE)

Yrs. Exp.	Current		Oct. 16, 1997		Sept. 16, 1998	
	Exper. Diff.	Min. Base Plus Exp.	Exper. Diff.	Min. Base Plus Exp.	Exper. Diff.	Min. Base Plus Exp.
0	—	\$38,594	—	\$39,752	—	\$39,816
1	\$ 452	\$39,046	\$ 465	\$40,217	\$ 465	\$40,281
2	\$ 903	\$39,497	\$ 930	\$40,682	\$ 931	\$40,747
3	\$ 903	\$39,497	\$ 930	\$40,682	\$ 931	\$40,747
4	\$1,356	\$39,950	\$1,397	\$41,149	\$1,399	\$41,215
5	\$1,808	\$40,402	\$1,862	\$41,614	\$1,865	\$41,681
6	\$1,808	\$40,402	\$1,862	\$41,614	\$1,865	\$41,681
7	\$1,958	\$40,552	\$2,017	\$41,769	\$2,020	\$41,836
10	\$2,260	\$40,854	\$2,328	\$42,080	\$2,331	\$42,147
13	\$2,562	\$41,156	\$2,639	\$42,391	\$2,643	\$42,459
15	\$2,711	\$41,305	\$2,792	\$42,544	\$2,796	\$42,612
17	\$3,189	\$41,783	\$3,284	\$43,036	\$3,289	\$43,105
18	\$3,429	\$42,023	\$3,532	\$43,284	\$3,537	\$43,353
20	\$3,667	\$42,261	\$3,777	\$43,529	\$3,783	\$43,599

Yrs. Exp.	Oct. 16, 1998		Apr. 16, 1999		Dec. 16, 1999	
	Exper. Diff.	Min. Base Plus Exp.	Exper. Diff.	Min. Base Plus Exp.	Exper. Diff.	Min. Base Plus Exp.
0	—	\$40,612	—	\$41,420	—	\$43,528
1	\$ 475	\$41,087	\$ 485	\$41,905	\$ 510	\$44,038
2	\$ 950	\$41,562	\$ 969	\$42,389	\$1,019	\$44,547
3	\$ 950	\$41,562	\$ 969	\$42,389	\$1,019	\$44,547
4	\$1,427	\$42,039	\$1,456	\$42,876	\$1,530	\$45,058
5	\$1,903	\$42,515	\$1,941	\$43,361	\$2,040	\$45,568
6	\$1,903	\$42,515	\$1,941	\$43,361	\$2,040	\$45,568
7	\$2,061	\$42,673	\$2,102	\$43,522	\$2,209	\$45,737
10	\$2,378	\$42,990	\$2,426	\$43,846	\$2,550	\$46,078
13	\$2,696	\$43,308	\$2,750	\$44,170	\$2,890	\$46,418
15	\$2,852	\$43,464	\$2,909	\$44,329	\$3,057	\$46,585
17	\$3,355	\$43,967	\$3,422	\$44,842	\$3,596	\$47,124
18	\$3,608	\$44,220	\$3,680	\$45,100	\$3,868	\$47,396
20	\$3,859	\$44,471	\$3,936	\$45,356	\$4,137	\$47,665

Supervisor of Nurses

Supervisor of Nurses (BOE)

Yrs. Exp.	Current		Oct. 16, 1997		Sept. 16, 1998	
	Exper. Diff.	Min. Base Plus Exp.	Exper. Diff.	Min. Base Plus Exp.	Exper. Diff.	Min. Base Plus Exp.
0	—	\$41,712	—	\$42,963	—	\$43,032
1	\$ 489	\$42,201	\$ 504	\$43,467	\$ 505	\$43,537
2	\$ 977	\$42,689	\$1,007	\$43,970	\$1,008	\$44,040
3	\$ 977	\$42,689	\$1,007	\$43,970	\$1,008	\$44,040
4	\$1,466	\$43,178	\$1,510	\$44,473	\$1,512	\$44,544
5	\$1,955	\$43,667	\$2,014	\$44,977	\$2,017	\$45,049
6	\$1,955	\$43,667	\$2,014	\$44,977	\$2,017	\$45,049
7	\$2,117	\$43,829	\$2,181	\$45,144	\$2,184	\$45,216
10	\$2,444	\$44,156	\$2,518	\$45,481	\$2,522	\$45,554
13	\$2,769	\$44,481	\$2,852	\$45,815	\$2,856	\$45,888
15	\$2,931	\$44,643	\$3,019	\$45,982	\$3,024	\$46,056
17	\$3,448	\$45,160	\$3,552	\$46,515	\$3,557	\$46,589
18	\$3,706	\$45,418	\$3,818	\$46,781	\$3,824	\$46,856
20	\$3,964	\$45,676	\$4,083	\$47,046	\$4,089	\$47,121

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Yrs. Exp.	Oct. 16, 1998		Apr. 16, 1999		Dec. 16, 1999	
	Exper. Diff.	Min. Base Plus Exp.	Exper. Diff.	Min. Base Plus Exp.	Exper. Diff.	Min. Base Plus Exp.
0	—	\$43,893	—	\$44,766	—	\$47,045
1	\$ 515	\$44,408	\$ 526	\$45,292	\$ 552	\$47,597
2	\$1,028	\$44,921	\$1,049	\$45,815	\$1,102	\$48,147
3	\$1,028	\$44,921	\$1,049	\$45,815	\$1,102	\$48,147
4	\$1,542	\$45,435	\$1,573	\$46,339	\$1,651	\$48,696
5	\$2,057	\$45,950	\$2,098	\$46,864	\$2,204	\$49,249
6	\$2,057	\$45,950	\$2,098	\$46,864	\$2,204	\$49,249
7	\$2,227	\$46,120	\$2,272	\$47,038	\$2,387	\$49,432
10	\$2,572	\$46,465	\$2,624	\$47,390	\$2,757	\$49,802
13	\$2,913	\$46,806	\$2,971	\$47,737	\$3,122	\$50,167
15	\$3,084	\$46,977	\$3,146	\$47,912	\$3,306	\$50,351
17	\$3,628	\$47,521	\$3,701	\$48,467	\$3,889	\$50,934
18	\$3,900	\$47,793	\$3,978	\$48,744	\$4,180	\$51,225
20	\$4,170	\$48,063	\$4,253	\$49,019	\$4,469	\$51,514

Therapists

Yrs. Exp.	Current		Oct. 16, 1997		Sept. 16, 1998	
	Exper. Diff.	Min. Base Plus Exp.	Exper. Diff.	Min. Base Plus Exp.	Exper. Diff.	Min. Base Plus Exp.
0	—	\$35,900	—	\$36,977	—	\$37,036
3	\$ 420	\$36,320	\$ 433	\$37,410	\$ 434	\$37,470
5	\$ 631	\$36,531	\$ 650	\$37,627	\$ 651	\$37,687
10	\$ 841	\$36,741	\$ 866	\$37,843	\$ 868	\$37,904

Yrs. Exp.	Oct. 16, 1998		Apr. 16, 1999		Dec. 16, 1999	
	Exper. Diff.	Min. Base Plus Exp.	Exper. Diff.	Min. Base Plus Exp.	Exper. Diff.	Min. Base Plus Exp.
0	—	\$37,777	—	\$38,529	—	\$40,490
3	\$ 442	\$38,219	\$ 451	\$38,980	\$ 474	\$40,964
5	\$ 664	\$38,441	\$ 677	\$39,206	\$ 712	\$41,202
10	\$ 885	\$38,662	\$ 902	\$39,431	\$ 948	\$41,438

Senior Therapists

Yrs. Exp.	Current		Oct. 16, 1997		Sept. 16, 1998	
	Exper. Diff.	Min. Base Plus Exp.	Exper. Diff.	Min. Base Plus Exp.	Exper. Diff.	Min. Base Plus Exp.
0	—	\$38,868	—	\$40,034	—	\$40,098
3	\$ 455	\$39,323	\$ 469	\$40,503	\$ 470	\$40,568
5	\$ 682	\$39,550	\$ 703	\$40,737	\$ 704	\$40,802
10	\$ 910	\$39,778	\$ 937	\$40,971	\$ 939	\$41,037

Yrs. Exp.	Oct. 16, 1998		Apr. 16, 1999		Dec. 16, 1999	
	Exper. Diff.	Min. Base Plus Exp.	Exper. Diff.	Min. Base Plus Exp.	Exper. Diff.	Min. Base Plus Exp.
0	—	\$40,900	—	\$41,714	—	\$43,837
3	\$ 479	\$41,379	\$ 488	\$42,202	\$ 513	\$44,350
5	\$ 718	\$41,618	\$ 732	\$42,446	\$ 770	\$44,607
10	\$ 958	\$41,858	\$ 977	\$42,691	\$1,027	\$44,864

Supervisor of Therapists

Yrs. Exp.	Current		Oct. 16, 1997		Sept. 16, 1998	
	Exper. Diff.	Min. Base Plus Exp.	Exper. Diff.	Min. Base Plus Exp.	Exper. Diff.	Min. Base Plus Exp.
0	—	\$43,935	—	\$45,253	—	\$45,325
3	\$ 515	\$44,450	\$ 531	\$45,784	\$ 532	\$45,857
5	\$ 772	\$44,707	\$ 795	\$46,048	\$ 797	\$46,122
10	\$1,029	\$44,964	\$1,060	\$46,313	\$1,062	\$46,387

Yrs. Exp.	Oct. 16, 1998		Apr. 16, 1999		Dec. 16, 1999	
	Exper. Diff.	Min. Base Plus Exp.	Exper. Diff.	Min. Base Plus Exp.	Exper. Diff.	Min. Base Plus Exp.
0	—	\$46,232	—	\$47,152	—	\$49,552
3	\$ 542	\$46,774	\$ 553	\$47,705	\$ 581	\$50,133
5	\$ 812	\$47,044	\$ 828	\$47,980	\$ 870	\$50,422
10	\$1,083	\$47,315	\$1,105	\$48,257	\$1,161	\$50,713

D. Longevity Differentials

1. Therapists

Therapists shall receive longevity differentials A and B based on their length of City and Board service as a therapist, as follows:

After one year of service:

Current		10/16/97		9/16/98		10/16/98		4/16/99		12/16/99	
A	B	A	B	A	B	A	B	A	B	A	B
\$491	\$372	\$506	\$383	\$507	\$384	\$577	\$392	\$527	\$400	\$554	\$420

After two years of service:

Current	10/16/97		9/16/98		10/16/98		4/16/99		12/16/99	
A B	A	B	A	B	A	B	A	B	A	B
\$1,036 \$690	\$1,097	\$711	\$1,069	\$712	\$1,090	\$726	\$1,112	\$740	\$1,169	\$778

Longevity payments shall be effective on the January 1st or July 1st subsequent to the employee's anniversary date.

The longevity differential A is not pensionable until it has been received by the therapist for two years.

The longevity differential B is pensionable immediately.

2. Nurses

Nurses shall receive longevity differentials based on their length of City and Board service as follows:

Years of Service	Current	10/16/97	9/16/98	10/16/98	4/16/99	12/16/99
7 but less than 10	\$1,725	\$1,777	\$1,780	\$1,816	\$1,852	\$1,946
10 but less than 15	2,875	2,961	2,966	3,025	3,085	3,242
15 but less than 20	4,025	4,146	4,153	4,236	4,320	4,540
20 years or more	4,600	4,738	4,746	4,841	4,937	5,188

E. Advancement Increase

An employee permanently employed by the employer who is appointed or promoted on a permanent, provisional or temporary basis in accordance with applicable rules and regulations of the employer, without a break in service, to any of the following title(s) from another in the direct line of promotion or from another title in the Career and Salary Plan, the minimum rate of which is exceeded by at least 8 percent by the minimum rate of the title to which appointed or promoted, shall receive upon the date of such appointment or promotion either the minimum basic salary for the title to which such appointment or promotion is made, or the salary received or receivable in the lower title plus the specified advancement increase, whichever is greater:

Advancement Increase

Title	Current	10/16/97	9/16/98	10/16/98	4/16/99	12/16/99
Sup. of Nurses	\$ 928	\$ 956	\$ 958	\$ 977	\$ 996	\$1,047
Head Nurse/HN (BOE)	841	866	867	884	902	948
Sr. PT/Sr. PT (BOE)	1,254	1,292	1,294	1,320	1,346	1,415
Sr. OT/Sr. OT (BOE)	1,254	1,292	1,294	1,320	1,346	1,415
Supervising Therapist	1,419	1,462	1,464	1,493	1,523	1,601

F. Tuition Reimbursement

1. Reimbursement for tuition shall be granted upon satisfactory completion of courses or workshops, approved by the Chancellor or his designee in a sum not to exceed the following amounts per annum for each full-time nurse.

Current	10/16/97	9/16/98	10/16/98	4/16/99	12/16/99
\$1,840	\$1,895	\$1,898	\$1,936	\$1,975	\$2,076

2. Reimbursement for tuition shall be granted upon satisfactory completion of courses or workshops approved by the Chancellor or his designee in a sum not to exceed the following amounts per annum for each full-time therapist.

Current	10/16/97	9/16/98	10/16/98	4/16/99	12/16/99
\$ 920	\$ 948	\$ 950	\$ 969	\$ 988	\$1,038

3. Regular part-time employees shall receive a pro-rated amount.

G. Staff Development

The hourly compensation for participants in workshops shall be:

	Current	10/16/97	9/16/98	10/16/98	4/16/99	12/16/99
Presenters	\$29.88	\$30.78	\$30.83	\$31.45	\$32.08	\$33.71
Trainees/Attendees	13.40	13.80	13.82	14.10	14.38	15.11

H. Regular Part-Time Employees

The hourly pay rate for school-based regular part-time employees covered by the Agreement shall be the applicable annual salary divided by 1522.5.

I. Pension Legislation

1. The parties will jointly support legislation to allow active Tier II, III, and IV employees covered by this Agreement to purchase Tier I benefits at their expense through payroll deductions. Active employees enrolled in fractional plans will be allowed to enroll into the A plan on the same basis.

2. Paragraph 1 above is subject to the parties agreeing upon the costs of these benefit improvements, including any additional health insurance benefit costs, all which will be borne entirely by the participating employees without any cost to the Board or the City. A pension labor-management committee will be established to agree upon the details of the proposed legislation and its attendant costs and shall include representatives of the City, the Board and the Union.

J. Tax Deferred Annuity Plan

The parties agree to jointly support legislation and to obtain any other necessary regulatory approval, to enroll newly-hired employees who do not enroll in a retirement or pension system maintained by the City of New York in the Board's 403(b) Annuity Plan at the time the employee is hired. It is further agreed that such employees will be provided with the option to withdraw from enrollment in the Board's 403(b) Annuity Plan.

ARTICLE FOUR

WELFARE BENEFITS

A. Choice of Health Plans

The Board will continue to provide for each employee covered by this Agreement who regularly works twenty (20) hours or more a week a choice of health and hospital insurance coverage from among designated

plans and the Board agrees to pay the full cost of such coverage.

Employees who are laid off and who are covered by a health and hospital insurance plan at the time they are laid off shall continue to be so covered for ninety days from the day on which they are laid off, and the Board will pay the full cost of such coverage.

The Board, the Union and the City of New York ("City") continue to discuss, on an ongoing basis, the citywide health benefits program covering employees represented by the Union and employees separated from service. Any program-wide changes to the existing basic health coverage will be expressly incorporated into and made a part of this Agreement.

B. Supplemental Benefits

The Board will provide funds at the rate of \$1,245 effective July 1, 1995 (\$1,320 effective December 16, 1999) per year on a pro-rata basis per month on behalf of each employee covered by this Agreement, whether a member of the Union or not, for the purpose of making available for each such employee supplemental welfare benefits under a plan to be devised and established jointly by representatives of the Board and of the Union.

Domestic partners of covered employees will be provided with welfare fund benefits in the same manner in which covered employees who are married receive such benefits for their spouses.

The Board will continue to make payments for supplemental benefits at the rates per year set forth herein on a pro-rata basis per month for ninety days from the day of layoff on behalf of each employee who is laid off.

The Union shall establish a supplemental welfare benefits fund program for employees represented by the Union who have separated from service subsequent to June 30, 1970 who were eligible to receive supplemental welfare benefits and who were covered by a welfare fund at the time of such separation pursuant to a separate agreement between the Board of Education and the certified union representing such employees, who remain primary beneficiaries of the New York City Health Insurance Program and are entitled to benefits paid for by the City through such program.

The Board of Education shall contribute the following annual amounts on a pro-rata monthly basis for each eligible individual for remittance to the Union to such supplemental benefits fund pursuant to the terms of a supplemental agreement reached by the parties:

a. Eligible employees separated from service July 1, 1970 through September 8, 1982:

Current	\$685
Effective December 16, 1999	\$760

b. Eligible employees separated from service after September 8, 1982:

Current	\$1,125
Effective December 16, 1999	\$1,200

Effective the beginning of the 1993-94 school year, employees who are separated from service and thereafter return to active service will be entitled to the same Welfare Fund benefits as other active employees. For the period of their active employment, such employees will not also receive retiree benefits. Accordingly, the Union Welfare Fund will receive only one contribution on behalf of each such employee, which shall be at the applicable contribution rate for active employees.

Effective January 1, 1996 the contribution by the Board to the Union Welfare Fund shall be reduced by \$100 per annum for each full-time employee, for the time period from July 1, 1995 through June 30, 1996. The per annum contribution rate for employees separated from service to a welfare fund which covers such employees shall be reduced in the same manner as the per annum contribution rates for other employees are reduced pursuant to this paragraph.

Effective July 31, 1999, the Board shall pay the Union Welfare Fund, on behalf of each active employee or employee separated from service who is receiving benefits at that time, a one time payment of \$100 pursuant to the preceding paragraph as well as any other amounts due pursuant to the existing Board-Union collective bargaining agreements, and Board-UFT Welfare Fund supplemental welfare fund agreement.

C. Healthcare Flexible Spending Account

1. A flexible health care spending account shall be established pursuant to Section 125 of the Internal Revenue Code. Those employees covered by this Agreement shall be eligible to participate on the same basis as they are eligible to participate in the citywide health benefits program. Effective July 1, 1993 participating employees shall contribute at least \$260 per year up to a maximum of \$1000 per year. The labor-management health committee which includes Union and City representatives may modify these contribution levels, based on experience of the plan.

2. Expenses covered by the account shall include but not be limited to deductibles, co-insurance, co-payments, excess expenses beyond plan limits, physical exams and health related transportation costs for vision, dental, medical and prescription drug plans where the employee and dependents are covered. In no case will any of the above expenses include those non-deductible expenses defined as non-deductible in IRS Publication 502.

3. An administrative fee of \$1.00 per week for the first year shall be charged for participation in the program. Pursuant to Section 125 of the Internal Revenue Code, an employee's participation in the account is irrevocable during any plan year and any excess funds in an employee's account at the close of any plan year is retained by the plan and not refundable to the employee.

**ARTICLE FIVE
UNIFORM ALLOWANCE**

A pro-rated annual uniform allowance shall continue to be provided for each staff nurse, registered nurse (BOE), head nurse (BOE), head nurse, and supervisor of nurses, as follows:

Current	10/16/97	10/16/98	4/16/99	12/16/99
\$230	\$237	\$242	\$247	\$260

A pro-rated annual allowance shall continue to be provided for each therapist who is required to wear a full uniform which is not supplied, and a pro-rated annual allowance shall continue to be provided for each therapist who is required to wear a partial uniform, as follows:

	Current	10/16/97	10/16/98	4/16/99	12/16/99
Full	\$160	\$165	\$168	\$171	\$180
Partial	66	68	69	70	74

A pro-rated annual allowance shall be provided for each public health nurse and pediatric nurse associate, as follows:

Current	10/16/97	10/16/98	4/16/99	12/16/99
\$ 266	\$ 274	\$ 279	\$ 285	\$ 300

Regular part-time employees shall receive a benefit pro-rated on the basis of their service.

**ARTICLE SIX
DAMAGE OR DESTRUCTION OF PROPERTY**

a. Employees shall not be held responsible for loss within a school or other Board facility of Board property when such loss is not the fault of the employee. This does not exonerate the employee from responsibility for Board property in his charge.

b. The Board will reimburse employees, in an amount not to exceed a total of \$100 in any school year, for loss or damage or destruction, while on duty in a school or other Board facility of personal property of a kind normally worn to or brought in a school or other Board Facility, when the employee has not been negligent, to the extent that such loss is not covered by insurance.

The term "personal property" shall not include cash. The terms "loss", "damage" and "destruction" shall not cover the effects of normal wear and tear and use.

**ARTICLE SEVEN
HOURS**

A. Workday

Effective July 1, 1992, school-based nurses and therapists will arrive no less than 5 minutes before the scheduled arrival time of the children with whom they work and will remain until the vehicles carrying these

children depart; the current practice with respect to the duration of the lunch period will continue and nurses and therapists will be available for any emergency involving children which might occur during the entire day. The work day shall not be less than that of teachers in the school or facility. All duties that nurses and therapists presently perform during the day will continue to be performed. Non-school based nurses and therapists shall continue to have a workday of seven hours exclusive of lunch. As used herein, "school-based" refers to nurses and therapists who work in schools or other facilities where children are present.

Effective July 1, 1992 all hours worked by school-based nurses and therapists beyond the regular day, as described in the preceding paragraph, shall be compensated at the rate of 1/1522.5 of the individual's annual salary. For all hours worked in excess of forty (40) in a week, the time and one-half provision will apply, pursuant to the Rules and Regulations for Administrative Employees.

B. Work Year

Nurses and therapists shall have a work year beginning September 1st and ending the following August 31.

C. Holidays

Nurses and therapists shall have the same holidays as do teachers in their school or facility.

ARTICLE EIGHT

PROFESSIONAL CONFERENCES

Professional conferences of employees covered by this agreement, called at the discretion of their supervisor, shall continue to be held during regular working hours.

ARTICLE NINE

SICK LEAVE AND ANNUAL LEAVE

A. Annual Leave

1. Full-time employees shall have annual leave entitlement as follows:

Years of Continuous Board and/or City Svc.	Monthly Accrual Rate	Annual Leave Allowance
Less than 8 years	1 1/2 days	20 work days
8 to 15 years	2 days plus one additional day in December	25 work days
15 years or more	2 1/4 days	27 work days

They shall also be entitled to the winter and spring recesses. Beginning with the 1991-1992 school year and continuing thereafter, the official school year calendar shall be reconfigured to provide a one week February mid-winter recess which includes Washington's Birthday, without reducing the number of instructional days for students.

2. In calculating years of continuous service for purposes of annual leave allowance under this Article, credit shall be given for all active service in the Board of Education and in City agencies. Continuity of service shall not be deemed to be interrupted except by separation from service for more than a continuous period of one year and one day.

3. The annual leave allowance (other than the winter, spring, and mid-winter recesses) of full-time employees assigned to programs which end in June shall be scheduled immediately following their last workday in June.

4. Regular part-time employees accrue one hour of annual leave for every eleven hours of service with pay.

B. Sick Leave

1. A sick leave allowance of one day per month of service shall be credited to employees covered by this Agreement, and shall be used only for personal illness of the employee.

2. Sick leave allowance is cumulative up to 200 days.

3. Proof of illness may be required for absences of more than three consecutive workdays.

4. Sick leave allowances accumulated in another Board or City position shall be transferred to the employee's bank when he or she becomes a Nurse or Therapist.

5. Full-time employees in the unit shall not suffer loss of sick bank days for absence due to illness from the following children's diseases: rubeola (measles), epidemic parotitis (mumps) and varicella (chicken pox). It is understood that this paragraph does not apply to rubella (German measles).

6. The Board will approve absences without loss of sick bank days for employees who contact Hepatitis B as a result of working with children who have been evaluated as presenting a substantial risk of exhibiting acting out behavior.

7. Regular part-time employees accrue one hour of sick leave for every twenty hours of service with pay.

ARTICLE TEN

LEAVE WITHOUT PAY FOR STUDY

A leave of absence without pay for study not to exceed one year to upgrade the employee's professional knowledge and skills shall be granted after a minimum of three years of full-time, paid service at the Board of Education provided an appropriate replacement is available.

ARTICLE ELEVEN

JURY DUTY

The employee excused for jury duty in accordance with established administrative practices shall endorse the check for services rendered as a

juror to the Administrator of Business Affairs. Otherwise there shall be deducted from his salary an amount equal to the sum he is entitled to receive from the appropriate governmental agency for his performance of such jury duty. Part-time employees serving on jury duty shall be covered by this Article for the days they are regularly scheduled to work.

ARTICLE TWELVE

SAFETY AND HEALTH

A. Assistance in Assault Cases

1. The principal or head of the facility shall report as soon as possible but within 24 hours to the Office of Legal Services, to the Executive Director of School Safety and to the Victim Support Program that an assault upon an employee has been reported to him. The principal shall investigate and file a complete report as soon as possible to the Office of Legal Services and to the Executive Director of School Safety. The full report shall be signed by the employee to acknowledge that he/she has seen the report and he/she may append a statement to such a report.

2. The Office of Legal Services shall inform the employee immediately of his/her rights under the law and shall provide such information in a written document.

3. The Office of Legal Services shall notify the employee of its readiness to assist the employee. This assistance is intended solely to apply to the criminal aspect of any case arising from such assault.

4. Should the Office of Legal Services fail to provide an attorney to appear with the employee in Family Court, the Board will reimburse the employee if he/she retains his/her own attorney for only one such appearance in an amount up to \$40.00.

5. An assaulted employee who presses charges against his assailant shall have his/her days of court appearance excused without charge to sick leave or annual leave balances.

6. The provisions of the 1982-1983 Chancellor's Memorandum entitled, "Assistance to Staff in Matters Concerning Assaults" shall apply.

B. School Safety Plan

The Board shall make reasonable efforts to provide for the personal security of employees working in buildings operated by the Board during the working hours of such employees, and such provisions for their personal security shall be included in the School Safety Plan for the building.

The principal is charged with the responsibility of maintaining security, safety and discipline in the school. To meet that responsibility he/she shall develop in collaboration with the Union chapter committee and the parents association of the school a comprehensive safety plan, subject to the approval of the Executive Director of School Safety. The safety plan will be updated every year using the same collaborative process, and re-

ports of any incidents shall be shared with the Chapter Leader. A complaint by an employee or the Chapter Leader that there has been a violation of the safety plan may be made to the principal as promptly as possible. He/she will attempt to resolve the complaint within 24 hours, after receiving the complaint. If the employee or chapter is not satisfied, an appeal may be made to the Executive Director of School Safety who will arrange for a mediation session within 48 hours. If the employee/chapter is not satisfied with the results of the mediation, an appeal may be made by an expedited arbitration process, to be developed by the parties.

C. Citywide Security and Discipline Committee

1. The Union and the Board shall establish a joint committee which shall meet on a regular basis to discuss and consider appropriate means of resolving safety and discipline issues. Other city agencies will be invited to participate when the Union and Board deem it appropriate.

2. The joint committee or joint designees and any experts the Union and/or Board may designate will have access to all schools and other Board workplaces in which staff represented by the Union are assigned for the purpose of investigating and assessing allegedly unsafe working conditions. If possible, such visits shall be made on reasonable notice to the school, and in a manner that minimizes disruption to the school or other workplace.

3. The joint committee, from time to time, may establish sub-committees to deal with special safety/discipline issues. It shall establish a sub-committee to deal with the issues of safety and discipline in special education schools and programs.

D. Environmental Health and Safety Joint Committee

1. The Union and the Board shall establish a joint committee which shall meet on a regular basis to discuss and consider appropriate means of resolving health and safety issues. The School Construction Authority will be invited to participate on issues raised by school capital modernization projects.

2. The joint committee or joint designees, and any experts the Union and/or the Board may designate, will have access to all schools and other Board workplaces in which staff represented by the UFT are assigned for the purpose of investigating and assessing allegedly hazardous working conditions. Such visits will be made upon reasonable notice to the Board's Office of Occupational Safety and Health and in a manner that minimizes disruption to the school or other workplace.

E. Safe Environment

1. In recognition of the importance of employee safety and health, the Board agrees to provide the appropriate recognized standards of workplace sanitation, cleanliness, light, and noise control, adequate heating and ventilation. The Board of Education agrees to eliminate recognized hazards that are likely to cause serious physical harm.

2. If the Union believes a situation has arisen that is likely to cause serious physical harm, it may bring it to the attention of the Chancellor or designee who shall immediately assess the situation, including on-site inspection where appropriate, and take such action as the Chancellor deems appropriate. In the event the Union seeks to contest the Chancellor's determination, it may exercise its statutory rights under New York State Labor Law Section 27a (PESH) or other legal authority.

3. The Board will issue a circular advising staff of their rights under PESH and other applicable law and post the notices required by law.

F. Renovation and Modernization

The Union and the Board believe that modernization and renovation projects are vital to enable children to receive the educational services to which they are entitled. However, in order to limit any educational disruption that a modernization project can create, and to protect the health and safety of the staff and students that use a school setting undergoing modernization, the Board and the Union have agreed to standard procedures that help to ensure that health, safety and educational standards are maintained during school capital modernization projects. These standard procedures will be applied in school capital modernization projects undertaken by the School Construction Authority and will be posted and reviewed with all staff in any school undergoing modernization. Where conditions require it, the standard procedures may be modified after consultation with the Union.

ARTICLE THIRTEEN

SENIORITY

For all purposes where seniority applies to full-time employees, it shall be defined as length of Board of Education service as a full-time nurse for nurses or as a full-time physical therapist for physical therapists or as a full-time occupational therapist for occupational therapists, except where otherwise mandated by law. "Service" for purposes of this provision shall include (1) all time for which salary payment is received; (2) unpaid approved leave or layoff not exceeding 3 months in any work year.

For all purposes where seniority applies to part-time employees, (except for discharge review) it shall be defined as length of Board service as a part-time employee, but nothing contained in this agreement shall require the Board to continue to employ employees on a part-time basis.

ARTICLE FOURTEEN

ASSIGNMENTS

Assignment to a vacancy or opening in his/her title shall be granted to the senior qualified applicant in the unit after posting a description of the assignment and qualifications required. Such posting shall be in places convenient to the affected employees. The employer may, at its discre-

tion, inform employees of the vacancy or opening by giving each of them a written copy of the description and qualifications required, instead of posting. This Article is not applicable to part-time employees.

The positions of nurses and therapists assigned during summer months to different children than they dealt with during the preceding school year shall be posted and filled in accordance with this Article.

New or vacant head nurse positions will be posted to enable nurses in the bargaining unit to apply.

ARTICLE FIFTEEN LAYOFF AND RECALL

A. Full-Time Employees

Except as otherwise provided by law, in the event of layoff of employees in the bargaining unit because of lack of work, the employee in the affected title with the least seniority shall be laid off and he shall be placed on a preferred list for recall to his former position, except that a senior employee who is assigned to a program which ends in June shall waive until September his/her right to bump a junior employee whose program continues during July and August if, during that work year, such senior employee has been offered an opportunity to work in a program which continues during July and August but has not accepted such assignment.

Recall of employees shall be made to available positions in their title on the basis of greatest seniority, except as otherwise provided by law.

Where there is a reduction in positions at a work location, the junior employee in the affected title shall be excessed.

B. Part-Time Employees

In the event of reduction in part-time positions at a work location, the junior part-time employee in the title is excessed from the work location and placed in a vacancy or opening. The wishes of the employee will be taken into account in his/her placement. If there is no vacancy or opening, the employee shall bump the junior part-time employee in his or her title provided he/she has the qualifications to perform the work and is willing to work the hours required. The junior employee shall be laid off.

Recall of part-time employees shall be made to available part-time positions in title based on greater seniority provided the part-time employee has the qualifications to perform the work and is willing to work the hours required. The Board will maintain part-time recall lists for two years.

C. Job Security

Pursuant to and consistent with the terms of the Citywide Transitional Financing Agreement and the provisions of this Agreement, no employee covered by this Agreement shall be displaced or involuntarily separated

from service except for cause or reason related to state civil service law.

The parties will engage in a redeployment program, subject to mutually agreeable goals and in a mutually agreeable manner. The job security clause, which is effective immediately, shall continue through June 30, 1998.

ARTICLE SIXTEEN EDUCATION REFORM

A. School-Based Management/Shared Decision-Making (SBM/SDM)

The Union and the Board agree that SBM/SDM is a process in which all members of the school community collaborate in identifying issues, defining goals, formulating policy and implementing programs. The uniqueness of each school community requires that the SBM/SDM process and the organizational and instructional issues discussed are determined by the staff, parents, administration and students (where appropriate) at individual schools through the SBM/SDM team. The Union and the Board agree that in order to achieve SBM/SDM at the school level significant restructuring of instruction must occur, and the parties agree to work cooperatively in an effort to bring about these changes.

1. Eligibility and Involvement

a. All schools are eligible to apply for participation in SBM/SDM. School participation shall be voluntary and subject to approval by 75% of the voting, non-supervisory school-based staff (e.g. teachers, paraprofessionals, support staff and others) and agreement of the principal, the appropriate superintendent and parents. Similarly, schools involved in SBM/SDM may choose to opt out of the program at any time. The decision to opt out shall be voluntary and subject to approval by at least 75% of the voting, non-supervisory school based staff.

b. All votes of non-supervisory school based staff concerning participation in SBM/SDM shall be conducted by the UFT chapter.

c. Schools involved in SBM/SDM shall conduct ongoing self-evaluation and modify the program as needed.

2. SBM/SDM Teams

a. Based upon a peer selection process, participating schools shall establish an SBM/SDM team. For schools that come into the program after September 1993, the composition will be determined at the local level. Any schools with a team in place as of September 1993 will have an opportunity each October to revisit the composition of its team.

b. The UFT chapter leader shall be a member of the SBM/SDM team.

c. Each SBM/SDM team shall determine the range of issues it will address and the decision-making process it will use.

3. Staff Development

The Board shall be responsible for making available appropriate staff development, technical assistance and support requested by schools involved in SBM/SDM, as well as schools expressing an interest in future involvement in the program. The content and design of centrally offered staff development and technical assistance programs shall be developed in consultation with the Union.

4. Waivers

a. Requests for waivers of existing provisions of this Agreement or Board regulations must be approved in accordance with the procedure set forth in Article Eight B (School Based Options) of the Teacher Agreement i.e., approval of 75% of those UFT chapter members voting and agreement of the school principal, UFT district representative, appropriate superintendent, the President of the Union and the Chancellor.

b. Waivers or modifications of existing provisions of this Agreement or Board regulations applied for by schools participating in SBM/SDM are not limited to those areas set forth in Article Eight B (School Based Options) of the Teacher Agreement.

c. Existing provisions of this Agreement and Board regulations not specifically modified or waived, as provided above, shall continue in full force and effect in all SBM/SDM schools.

d. In schools that vote to opt out of SBM/SDM, continuation of waivers shall be determined jointly by the President of the Union and the Chancellor.

B. School Allocations

Before the end of June and by the opening of school in September, to involve faculties and foster openness about the use of resources, the principal shall meet with the chapter leader and UFT chapter committee to discuss, explain and seek input on the use of the school allocations. As soon as they are available, copies of the school allocations will be provided to the chapter leader and UFT chapter committee.

Any budgetary modifications regarding the use of the school allocations shall be discussed with the principal and chapter committee.

C. Reduction of Paperwork

Committees composed equally of representatives of the Board and the Union shall be established at the central, district and division levels to review and reduce unnecessary paperwork required of employees.

Any proposed additional paperwork shall be reviewed by the appropriate level committee and such committee may make recommendations to the Chancellor, community superintendent or division head as appropriate. The Board shall not act unreasonably on the committees' recommendations.

ARTICLE SEVENTEEN
DUE PROCESS AND REVIEW PROCEDURES

A. Employee Files

1. No material derogatory to an employee's conduct, service, character or personality shall be placed in the employee's file unless the employee has had an opportunity to read the material. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its content. However, an incident which has not been reduced to writing within three months of its occurrence, may not later be added to the file.

2. The employee shall have the right to answer any material filed and his/her answer shall be attached to the file copy.

3. Upon appropriate request by the employee, he/she shall be permitted to examine his/her file.

4. The employee shall be permitted to reproduce any material in his/her file.

5. Material will be removed from the file when an employee's claim that it is inaccurate or unfair is sustained.

B. Summons

1. An employee summoned by the principal or program director to a conference which may lead to disciplinary action for reasons of misconduct may be accompanied, at his/her option, by the chapter chairperson or a designated alternate.

2. An employee summoned to the office of a community or assistant superintendent, executive director, or to the Division of Human Resources shall be given two days notice and a statement of the reason for the summons, except where an emergency is present or where considerations of confidentiality are involved.

Whenever an employee is summoned for an interview for the record which may lead to disciplinary action, he/she shall be accompanied by a representative who is employed by the City School System, or by an employee of the Union who is not a lawyer, and he/she shall be informed of this right. However, where the community or assistant superintendent, executive director or the Division of Human Resources permits an attorney who is not a member of the City School System to represent any participant in the interview, the employee shall be entitled to be represented by an attorney. An interview which is not held in accordance with these conditions shall not be considered a part of the employee's personnel file or record and neither the fact of the interview nor any statements made at the interview may be used in any subsequent Board proceeding involving the employee. It is understood that informal conferences, such as those between a community or assistant superintendent or executive director

and an employee, or the Division of Human Resources and an employee, for professional improvement, may be conducted off the record and shall not be included in the employee's personnel file or record.

3. Incidents investigated by the Chancellor or by a governmental investigatory agency must be reduced to writing by the appropriate supervisor within 6 months and 12 months respectively from the date the incident either occurred or should have been discovered by the appropriate school officials. Employees must receive a complete copy of any such writing and an opportunity to answer in writing and to have such response attached. The writing may not be incorporated into the employees' personnel file or record, unless this procedure is followed, and any such writing will be removed when an employee's claim that it is inaccurate or unfair is sustained.

ARTICLE EIGHTEEN

COMPLAINT AND GRIEVANCE PROCEDURES

It is the policy of the Board to encourage discussion on an informal basis between a supervisor and an employee of any employee complaint. Such discussion should be held with a view to reaching an understanding which will dispose of the matter in a manner satisfactory to the employee, without need for recourse to the formal grievance procedure. An employee's complaint should be presented and handled promptly and should be disposed of at the lowest level of supervision consistent with the authority of the supervisor.

In order to accomplish its stated purpose, a grievance conference must be attended by those individuals who may be able to promote resolution or, if resolution is not possible in a particular case, to provide the necessary information for a fair determination of the grievance. At the Chancellor's level, principals and superintendents will be expected to attend or to have a suitable representative present at the conference. Failure to attend may result in sustaining the grievance on procedural grounds.

Upon request to the head of the school or facility, a Union staff representative shall be permitted to meet with employees in the unit during their non-working time, within the school or facility, for the purpose of investigating complaints and grievances, under circumstances which will not interfere with the program or activities in the school or facility. When necessary, any employee in the unit who is a chapter leader in the school or facility in which the aggrieved employee is assigned will be given time off to represent the employee in the presentation of his/her grievance.

INFORMAL COMPLAINT PROCEDURE

It is desirable that any employee having a complaint should discuss it informally with his immediate supervisor or with any other appropriate level of supervision at the school or facility.

The employee should request an opportunity to discuss the matter and the supervisor should arrange for the discussion at the earliest possible time. At such informal discussion, the employee may be accompanied by a Union representative. The Union representative shall be the chapter leader at the school or facility or a Union staff representative.

The objective should be to dispose of the majority of employee complaints in this manner.

FORMAL GRIEVANCE PROCEDURE

If the matter has not been disposed of informally, an employee having a complaint concerning any condition of employment within the authority of the Board of Education may, within a reasonable period of time following the action complained of, present such complaint as a grievance in accordance with the provisions of this grievance procedure.

Complaints concerning matters which are not within the authority of the Board should be presented in accordance with the review procedures of the agency having authority over such matters.

The grievance procedure applies to complaints concerning discharge to the extent provided in Article Nineteen.

If a group of employees has the same complaint, a member of the group may present the grievance in the group's behalf under this procedure.

The Union has the right to initiate or appeal a grievance involving alleged violation of any term of this Agreement. Such grievance shall be initiated with such Board official as may be appropriate.

Effective the beginning of the 1996-97 school year, complaints against supervisors will be considered in an expeditious manner in accordance with procedures set forth in Article 23 (Special Complaints) of the Teacher agreement.*

Following is the procedure for presentation and adjustment of grievances:

The employee shall initiate the grievance at Step 1 with the head of the school or facility or where appropriate with the program director as the Board representative.

If the grievance is not resolved at the first step, the employee may then appeal the grievance to the Community or Assistant Superintendent or to the Executive Director where appropriate as the Board representative as Step 2.

If the grievance is not resolved at Step 2, the Union may appeal from the decision at Step 2 to the Chancellor within 10 working days after the Step 2 decision is received.

When a grievance is appealed to the Chancellor at Step 3, the Union may advise the arbitrator of that appeal, in order to expedite possible

*The Board disputes the applicability of this sentence to employees covered by this Agreement.

scheduling before the arbitrator in the event that the grievance is subsequently appealed to the arbitrator.

Representation

At Steps 1 and 2 the employee may be accompanied by a Union representative. At Step 1, the Union representative shall be the chapter leader at the school or facility or a staff representative of the Union. At Step 2, the Union representative shall be a Union staff representative. At Step 3 the employee shall be accompanied by a Union staff representative.

Conferences and Decisions

At each step of this grievance procedure, a conference shall be arranged by the Board representative, or his designee, with the aggrieved employee and his Union representative if any. Conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. When such conferences are held during working hours, employees who participate shall be excused with pay for that purpose.

Every attempt should be made to reach a mutually satisfactory resolution of the grievance at the conference held under this procedure. If the grievance is not resolved at the conference, then a decision must be rendered by the Board representative. The decision at each step should be communicated to the aggrieved employee and his/her Union representative within the following time limits:

1. At Step 1, within five working days after the grievance is initiated;
2. At Step 2, within ten working days after the appeal is received;
3. At Step 3, within ten working days after the appeal is received.

If satisfactory resolution is not reached or if a decision is not rendered within the time limit at Steps 1, 2 or 3, the grievance may be appealed to the next higher step.

APPEALS TO ARBITRATION (STEP 4)

A grievance which has not been resolved by the Chancellor at Step 3 may be appealed by the Union to arbitration. A grievance may not be appealed to arbitration unless a decision has been rendered by the Chancellor at Step 3, except in cases where the decision on the grievance has not been communicated to the aggrieved employee and his/her Union representative by the Chancellor within the time limit specified for Step 3 appeals.

The appeal to arbitration shall be filed within ten working days after receipt of the decision of the Chancellor. Where no hearing has been held, or no decision has been issued, within ten working days following receipt of the grievance by the Chancellor at Step 3, the appeal to arbitration shall be filed within ten working days following the expiration of the ten-day period.

A panel of seven arbitrators shall be designated by mutual agreement

of the parties to serve for any case or cases submitted to them in accordance with their ability to promptly hear and determine the case or cases submitted.

Any costs relating to the participation of the arbitrator shall be shared equally by the parties to the dispute.

With respect to grievances which involve the application or interpretation of the provisions of this Agreement the arbitrator shall be without power or authority to make any decision:

1. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law or rules and regulations having the force and effect of law;

2. Involving Board discretion under the provisions of this Agreement, under Board by-laws, or under applicable law, except that the arbitrator may decide in a particular case whether the provision was disregarded or applied in a discriminatory or arbitrary or capricious manner so as to constitute an abuse of discretion, namely whether the challenged judgment was based upon facts which justifiably could lead to the conclusion as opposed to merely capricious or whimsical preferences or the absence of supporting factual reasons.

3. Limiting or interfering in any way the powers, duties and responsibilities of the Board under its by-laws, applicable law, and rules and regulations having the force and effect of law.

With respect to grievances which involve the application or interpretation of the provisions of this Agreement the decision of the arbitrator, if made in accordance with his or her jurisdiction and authority under this Agreement, will be accepted as final by the parties to the dispute and both will abide by it.

With respect to all other grievances, if the grievance is not resolved at the conference, then a report and recommendation of the arbitrator shall be transmitted to the Chancellor. Within ten school days after the date that the report and recommendation are received by the Chancellor, he/she shall indicate whether he/she will accept the arbitrator's recommendation. Unless the Chancellor disapproves the recommendation within ten working days after the date it is received by him/her, the recommendation shall be deemed to be his/her decision.

A recommendation of the arbitrator which has been approved by the Chancellor, or which has not been disapproved by the Chancellor within the ten day limit specified above, shall be communicated to the aggrieved employee and the Union. If the Chancellor decides to disapprove a recommendation of the arbitrator, he/she shall notify the aggrieved employee and the Union of his/her decision.

Grievances arising under Article Seventeen A (Employee Files) shall be subject to arbitration as provided herein except that:

1. Cases shall be submitted to an arbitrator designated by mutual agreement of the parties.

2. Awards shall be issued within five days after the close of the hearing and without opinions.
3. The voluntary labor arbitration rules of the AAA shall apply to the proceedings insofar as they relate to the hearings.
4. Periodic consultations shall be held to monitor these procedures.

ARTICLE NINETEEN

DISCHARGE REVIEW PROCEDURE

It is the policy of the Board that the discharge of an employee should be based on good and sufficient reason and that such action should be taken by the supervisor having such authority only after he/she has given due consideration to the matter.

If an employee with more than the equivalent of one school term is discharged, he/she shall be given a written notice of discharge and a statement of the general reasons at the time of such action, except where circumstances warrant an immediate discharge, in which case such notice and reasons shall be given within two school days after such discharge.

Such employee will also, upon request, be afforded an opportunity for a prompt and careful review of the discharge in accordance with the provisions of the complaint and grievance procedure as set forth in Article Eighteen of this Agreement.

This Article shall apply to part-time employees regularly scheduled to work 20 hours or more per week who have served for one year exclusive of breaks in service of up to three months.

ARTICLE TWENTY

RULES AND REGULATIONS

Administrative employees covered by this Agreement shall continue to be covered by the applicable provisions of the Board's Rules and Regulations for Administrative Employees (Non-Pedagogical), and by applicable Board by-laws and regulations of the Chancellor, except to the extent that they are contrary to or inconsistent with any provision of this Agreement.

ARTICLE TWENTY-ONE

MATTERS NOT COVERED

With respect to matters not covered by this Agreement which are proper subjects for collective bargaining, the Board agrees that it will make no changes without appropriate prior consultation and negotiation with the Union.

ARTICLE TWENTY-TWO

EXCLUSIVE CHECK - OFF

The Board will honor, in accordance with their terms, only such writ-

ten authorizations as are properly executed by employees in the units covered by this Agreement for the deduction of their dues in behalf of the Union.

The Board will honor individual written authorizations for the deduction of Union dues in accordance with their terms, including authorizations stating they are irrevocable until the following June 30, and automatically renewable for another year unless written notice is given to the Board between June 15 and June 30.

The Board and the Union will send a joint notice to all employees whose current authorizations are on file informing them that the authorizations will be understood to be irrevocable and automatically renewable as stated above unless notice is given to the Board within forty-five days thereafter.

ARTICLE TWENTY-THREE

AGENCY FEE DEDUCTION

The Board shall deduct from the wage or salary of employees in the bargaining units who are not members of the UFT the amount equivalent to the dues levied by the UFT and shall transmit the sums so deducted to the UFT, in accordance with Section 208(3)(b) of Article 14 of CSL. The UFT affirms it has adopted such procedure for refund of agency shop deduction as required in Section 208(3)(b) of Article 14 of CSL.

This provision for agency fee deduction shall continue in effect so long as the UFT establishes and maintains such procedure.

The Union shall refund to the employees any agency shop fees wrongfully deducted and transmitted to the Union.

The Union agrees to hold the Board harmless against claims arising out of the deduction and transmittal of agency shop fees where there is a final adjudication by a court or arbitrator or by PERB that said agency shop fees should not have been deducted and/or transmitted to the Union.

The agency shop fee deductions shall be made following the same procedures as applicable for dues check-off, except as otherwise mandated by law or this Article of the Agreement.

ARTICLE TWENTY-FOUR

POLITICAL CHECK-OFF

The Board will arrange for voluntary payroll deduction contributions for federal political contests in accordance with Title 2, Section 441b of the U.S. Code.

ARTICLE TWENTY-FIVE

CONFORMITY TO LAW - SAVING CLAUSE

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or en-

forced, except to the extent permitted by law and any substitute action shall be subject to appropriate consultation and negotiation with the Union.

In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE TWENTY-SIX

NO-STRIKE PLEDGE

The Union and the Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union therefore agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work by the employees covered by this Agreement, nor any instigation thereof.

ARTICLE TWENTY-SEVEN

NOTICE - LEGISLATIVE ACTION

The following Article is required by the Public Employees' Fair Employment Act, as amended by Section 204a, approved March 10, 1969.

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE TWENTY-EIGHT

JOINT COMMITTEES

1. The Board and the Union shall establish a joint labor-management committee which shall meet on a regularly scheduled basis to discuss matter of mutual concern. Agenda items for such meetings shall be submitted in advance.

2. The Board and the Union shall establish a committee to review and consider issues raised by the Union relating to contracting-out of bargaining unit work.

ARTICLE TWENTY-NINE

GAINSHARING

A. The parties agree to a gainsharing initiative. "Gainsharing" is defined as the sharing by labor and management of savings generated by significantly increased and measurable productivity initiatives and reforms while maintaining or increasing existing educational service levels. The parties agree to establish a committee to develop a gainsharing pro-

gram (the "Gainshare Committee"), which shall be chaired by the Chancellor and the Union President and shall include additional members to be named by each chair. The Gainshare Committee will jointly develop a gainsharing program and issue a mission statement. No later than the start of the February 1994 school term, each chair shall submit at least four substantial proposals. Such proposals must have meaningful, quantifiable and documented savings. The proposals should also include mechanisms for joint monitoring of the ongoing and sustained achievement of these savings. Within 45 days of the submission of such proposals, the Gainshare Committee shall agree to proceed on a minimum of three significant programs to be implemented during the 1994-1995 school year, or such other date as may be mutually agreed to by the parties. The proposals may, in the first instance, include pilot programs within the school system and between the school system and City agencies.

B. The Gainshare Committee will establish milestones and monitor on a regular basis the progress of the gainsharing programs set forth in this provision and will continue to develop additional gainsharing initiatives for implementation. The parties shall agree to a plan for the apportionment of the savings generated by the gainsharing programs. Such savings shall be distributed once the program is implemented and the appropriate monitoring systems are in place.

C. It is the intention of the parties to develop gainsharing initiatives throughout the school system. These initiatives may require, but are not limited to, changes in the level, methods, means, personnel, organization, and technology of school services. The co-chairs will establish the appropriate labor-management committees to jointly develop gainsharing programs. Such committees will report their progress to the Gainshare Committee. Employee participation in developing gainsharing proposals will be encouraged.

D. If there is any dispute as to the implementation of agreed upon programs or the apportionment of the savings generated by these gainsharing programs, either party may submit the matter for an expedited determination to a joint panel consisting of one person designated by the Chancellor, one person designated by the Union President, and one impartial chairperson jointly selected by the Chancellor and Union President. Where the dispute involves educational issues, the jointly selected impartial must have some educational expertise and experience. The joint panel shall also have the authority to hear and decide any and all disputes brought by either party arising out of the implementation of the terms of this Article. Such disputes shall be submitted to the joint panel for an expedited determination. Such determinations shall be issued within thirty (30) days of submission of any dispute to the joint panel and such determinations of the joint panel shall be final and binding.

E. The Gainshare Committee shall be assisted in its mission by an Educational Productivity Advisory Council (EPAC), which shall consist of

representatives from the city's academic and business communities, to be selected jointly by the co-chairs of the Gainshare Committee. The EPAC shall include at least one parent of a child of the public schools. The EPAC shall work with the Gainshare Committee to review Board of Education operations and formulate strategies as to the implementation of a more effective and efficient delivery of services. The EPAC shall also be responsible for producing periodic reports on the progress of the gain-sharing programs.

F. The parties recognize that in certain cases in order to maximize the savings associated with gainsharing proposals to be shared by the parties, reassignment of employees may be required. The policy and procedures for any such reassignment will be negotiated by the parties.

G. The parties agree that there shall be no layoffs resulting from any gainsharing program developed.

ARTICLE THIRTY

CHAPTER LEADER TIME

Effective July 1, 1992 the chapter leader shall be allowed one day per week for investigation of grievances and for other appropriate activities relating to the administration of the Agreement and to the duties of his/her office.

ARTICLE THIRTY-ONE

UFT SHARE OF THE CITYWIDE ECONOMIC AGREEMENT FOR THE TRANSITIONAL FUNDING PROGRAM

Upon execution of this agreement, the UFT shall have fulfilled its obligation of the \$160 Million as referred to in the Memorandum of Economic Agreement for Transitional Funding between the City of New York ("City") and the Municipal Labor Committee ("MLC").

ARTICLE THIRTY-TWO

DURATION

This Agreement shall become effective as of October 16, 1995 and shall continue in full force and effect through September 15, 2000.